

OFFER OF APPOINTMENT

Date: 22 November 2021

SIVA GANESH MV

140 A, Brother Street, Chettikulam,
Nagercoil, TamilNadu

Subject: Appointment for Software Developer

Dear Mr. Siva Ganesh M V,

We are pleased to offer you, the position of **Software Developer** with Netroxe IT Solutions Pvt. Ltd. on the following terms and conditions:

1. Commencement of employment

Your employment will be effective, as of **06 December 2021**.

2. Job title

Your job title will be **Software Developer**.

3. Salary

Your salary and other benefits will be as set out in Schedule 1, hereto.

4. Place of posting

You will be posted at Trivandrum, Kerala. You may however be required to work at any place of business which the Company has, or may later acquire.

5. Hours of Work

The normal working days are Monday through Saturday. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 9 am to 6 pm and you are expected to work not less than 48 hours each week, and if necessary, for additional hours depending on your responsibilities.

6. Leave/Holidays

Your casual and paid leaves are subjected to approval of company during your probationary period. The Company shall notify a list of declared holidays in the beginning of each year.

7. Probation

As a standard procedure, your association with us for the first six months is considered as probation period. This period may be extended in rare cases based on your performance. On



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G3B, Ground Floor, Technopark Campus,
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successful completion of probation, you may be absorbed as regular employee of the Company on such terms and conditions as may be decided by the company.

Your performance during the probation period will be closely evaluated by the Management and in case your performance is found to be not up to the desired level, the period of probation may be extended further and you shall continue on probation till such time as confirmation order in writing is issued to you. If your performance continues to be below the expectations of the Management, your service is liable to be terminated without any notice or compensation and without prejudice to any other right or claims the company may have as a result of such breach.

8. Nature of duties

You will perform to the best of your ability all the duties as are inherent in your post and such additional duties as the company may call upon you to perform, from time to time.

9. Company property

You will always maintain in good condition Company property, which may be entrusted to you for official use during the course of your employment and shall return all such property to the Company prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by the Company.

10. Borrowing/accepting gifts

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.

11. Termination

11.1 Your appointment can be terminated by the Company, without any reason, by giving you not less than one-month prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary.

11.2 You may terminate your employment with the Company, without any cause, by giving no less than two-month prior notice or salary for unsaved period, left after adjustment of pending leaves, as on date.

11.3 The Company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe you are guilty of misconduct or negligence, or have committed any fundamental breach of contract or caused any loss to the Company.

11.4 On the termination of your employment for whatever reason, you will return to the Company all property; documents and paper, both original and copies thereof, including any



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samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs.

12. Confidential Information

12.1 During your employment with the Company you will devote your whole time, attention and skill to the best of your ability for its business. You shall not, directly or indirectly, engage or associate yourself with, be connected with, concerned, employed or engaged in any other business or activities or any other post or work part time or pursue any course of study whatsoever, without the prior permission of the Company.

12.2 You must always maintain the highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information relating to the business of the Company which may be known to you or confided in you by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the Company. For the purposes of this clause 'Confidential Information' means information about the Company's business and that of its customers which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the organization, its customer lists, employment policies, personnel, and information about the Company's products, processes including ideas, concepts, projections, technology, manuals, drawing, designs, specifications, and all papers, resumes, records and other documents containing such Confidential Information.

12.3 At no time, will you remove any Confidential Information from the office without permission.

12.4 Your duty to safeguard and not disclose Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Company.

12.5 Breach of the conditions of this clause will render you liable to summary dismissal under clause above in addition to any other remedy the Company may have against you in law.

13. Notices

Notices may be given by you to the Company at its registered office address. Notices may be given by the Company to you at the address intimated by you in the official records.



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14. Applicability of Company Policy

The Company shall be entitled to make policy declarations from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent.

15. Governing Law/Jurisdiction

Your employment with the Company is subject to Indian laws. All disputes shall be subject to the jurisdiction of High Court of Kerala State only.

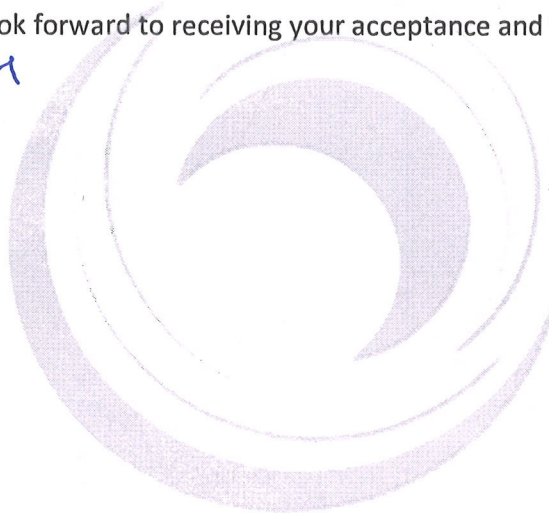
16. Acceptance of our offer

Confirm your acceptance of this Contract of Employment by sign and return the same.

We welcome you, and look forward to receiving your acceptance and to working with you.

M. V. Sivaganesan
Your's Sincerely,

Hafeez Abdul Hashim
C.E.O



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Schedule I - Compensation Details

Salary Structure

Basic Salary	INR. 14,000
Travel Allowance	INR. 2,000
House Rent Allowance	INR. 3,000
Medical Allowance	INR. 1,000
Additional Benefits	INR. 5,000
Performance Incentive	Nil
Total	Rs. 25,000

You will receive salary, and all other benefits forming part of your remuneration package subject to, and after, deduction of tax at source in accordance with applicable law.



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